

***A MEETING OF THE FAUQUIER COUNTY BOARD OF SUPERVISORS WAS HELD
APRIL 12, 2007 AT 11:00 A.M. IN WARRENTON, VIRGINIA***

P R E S E N T Mr. Harry F. Atherton, Chairman; Mr. Raymond E. Graham, Vice-Chairman;
Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling;
Mr. Paul S. McCulla, County Administrator; Mr. Kevin J. Burke, County
Attorney

A B S E N T None

AGENDA REVIEW

The Board of Supervisors reviewed the agenda.

**VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) PROJECT STATUS
UPDATE**

Darryl Shifflett, Residency Program Manager of the VDOT Warrenton Residency Office, briefed the Board of Supervisors on the status of specific projects within Board members' Magisterial Districts.

UPDATE ON ENVIRONMENTAL SERVICES PROJECTS

Anthony I. Hooper, Deputy County Administrator, and Michael Dorsey, Director of Environmental Services, provided an update on various projects at the Corral Farm Landfill.

**A WORK SESSION ON A PROPOSED ZONING ORDINANCE TEXT AMENDMENT
TO ARTICLE 13, PART 2 PERTAINING TO THE PROCEDURES FOR AMENDING
THE FAUQUIER COUNTY ZONING MAP AND ORDINANCE**

Frederick P.D. Carr, Director of Community Development, Kimberley Johnson, Zoning Administrator, and W. Todd Benson, Assistant Zoning Administrator, reviewed procedures for the rezoning and text amendment processes.

**A WORK SESSION TO REVIEW UTILITY NEEDS OF SERVICES DISTRICTS AND
CURRENT CAPITAL PLANS OF THE FAUQUIER COUNTY WATER AND
SANITATION AUTHORITY**

Barney Durrett, General Manager for the Fauquier County Water and Sanitation Authority, and Christopher Pomeroy, Esquire, of Aqua Law Water and Wastewater Solutions, reviewed the utility needs of the Service Districts, the current capital plans of the Fauquier County Water and Sanitation Authority, and recent regulations from the Department of Environmental Quality that require wastewater treatment plants to meet new standards and also establish limits on plant treatment capacities.

The meeting was reconvened in Regular Session at 6:30 P.M.

INVOCATION

Mr. Robison offered the invocation.

PLEDGE OF ALLEGIANCE

Mr. Tom Marable led the pledge of allegiance.

ADOPTION OF THE AGENDA

Mr. Graham moved to adopt the agenda with the following changes. Mr. Robison seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

- Add new Consent Agenda Item 6.h, a Resolution Authorizing the County Administrator to Execute a “Letter of Moral Obligation” from Fauquier County Guaranteeing Funding to Support Renovations of the Remington Fire Rescue Station Contingent Upon the Mutual Execution of a Facilities Use Agreement and Approval of Such Funding by the United States Department of Agriculture (USDA).
- Add new Consent Agenda Item 6.i, a Resolution to the Rappahannock-Rapidan Regional Commission Supporting a Multi-Modal Planning Grant Application for Study of the U.S. 15/29 Corridor between Gainesville and Culpeper County.
- Add new Regular Agenda Item #14, a Resolution to Support the Use of Free Consulting Services to Explore Ways the County can Utilize Energy Efficiency Programs, and renumber subsequent items accordingly.

CITIZENS’ TIME

- Les Armstrong, Cedar Run District, spoke in support of the use of free consulting services to explore ways the County can utilize energy efficiency programs.
- Judy Almquist, Marshall District, recommended the formation of an ad hoc citizens’ committee to explore ways the County can use free consulting services to develop energy efficiency programs; she also suggested adding clarifying terminology to the resolution being considered by the Board of Supervisors this evening.

PROCLAMATIONS AND RECOGNITIONS

- Dawn Donaldson, representing the Tourism Advisory Committee, and Catherine Payne, Tourism Director with the Department of Economic Development, presented the Board of Supervisors with the Official Jamestown 400th Celebration Community Program Flag.
- Mr. Downey presented to Ellen Cameron, representing the Washington Regional Transplant Consortium, a Proclamation Declaring April 2007 as Donate Life Month in Fauquier County.
- Mr. Atherton presented to Mary Schlegel, representing the Rappahannock-Rapidan Community Services Board, a Proclamation Declaring May 2007 as Mental Health Month in Fauquier County.
- Mr. McCulla presented to Renée Andersen, Deputy Clerk to the Board of Supervisors, a Proclamation Declaring April 29, 2007 through May 5, 2007 as Municipal Clerks Week.
- Mr. Robison presented to Jerry Wood, Chairman of the Board, and John Gregory, Executive Director, a Proclamation Honoring the Boys and Girls Club of Fauquier County, Inc.
- Mr. Downey presented to Major Paul F. Mercer, Jr., representing the Mercer family, a Proclamation to Recognize Sergeant Paul F. “Trey” Mercer III for His Devotion to Duty and Service to His Country.

CONSENT AGENDA

Mr. Graham moved to adopt the following consent agenda items. Mr. Robison seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

Approval of the Minutes for the March 8, 2007 Regular Meeting and March 15, 2007, March 19, 2007, March 22, 2007, March 26, 2007, and March 29, 2007 Adjourned Meetings of the Fauquier County Board of Supervisors

A Resolution to Authorize the County Administrator to Execute Certain Utility Easements Over County Property

RESOLUTION

A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE CERTAIN UTILITY EASEMENTS OVER COUNTY PROPERTY

WHEREAS, the County is no longer required to conduct a public hearing prior to the grant of utility easements for its own projects; and

WHEREAS, most such utility easements contain standard language and impose few impacts on the use of County property; and

WHEREAS, construction projects often require the grant of such easements and pre-authorization to execute such easements speeds the process of utility installation; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the Fauquier County Administrator be, and is hereby, authorized to execute those utility easements that do not require a public hearing.

A Resolution to Approve Training and Travel Expenses for an Employee of the GIS Department

RESOLUTION

A RESOLUTION TO APPROVE TRAINING AND TRAVEL EXPENSES FOR AN EMPLOYEE OF THE GIS DEPARTMENT

WHEREAS, on January 20, 2007, the County Administrator imposed certain FY07 deficit reduction measures including a freeze on convention and education funding; and

WHEREAS, enrollment in this particular class was completed prior to this freeze on educational funding; and

WHEREAS, on January 23, 2007, the GIS Director applied to the County Administrator and was granted approval for this staff member to attend this class; and

WHEREAS, according to County policy on Training and Career Development, the Board of Supervisors must authorize any amount exceeding \$1,000; and

WHEREAS, the total amount including local travel expenses equaled \$1,113.49; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the required prior approval for attendance of this class has been granted by the County Administrator; and, be it

RESOLVED FURTHER, That the GIS Department's FY07 budget can absorb this cost with no additional funding being requested; and, be it

RESOLVED FINALLY, That authorization and approval be, and is hereby, granted to the GIS Department for training and travel expenses relating to this class in the amount of \$1,113.49.

A Resolution to Rappahannock-Rapidan Regional Commission Supporting a Fauquier County Planning Grant Application to Achieve Comprehensive Plan Goals for Bike Path and Pedestrian Connections between the Warrenton Aquatic Center and the Fauquier County Central Sports Complex

RESOLUTION

A RESOLUTION TO RAPPAHANNOCK- RAPIDAN REGIONAL COMMISSION
SUPPORTING A FAUQUIER COUNTY PLANNING GRANT APPLICATION TO ACHIEVE
COMPREHENSIVE PLAN GOALS FOR BIKE PATH AND PEDESTRIAN CONNECTIONS
BETWEEN THE WARRENTON AQUATIC CENTER AND THE FAUQUIER COUNTY
CENTRAL SPORTS COMPLEX

WHEREAS, Fauquier County's and the Town of Warrenton's Comprehensive Plans promote pedestrian and bike paths as amenities for their citizens that achieve recreational, transportation, and environmental goals; and

WHEREAS, the Rappahannock–Rapidan Regional Commission assists both jurisdictions in meeting regional land use goals; and

WHEREAS, the Rappahannock–Rapidan Regional Commission seeks to pursue application for a “*Hot Bike Path Lanes*” and *Connections* grant that would provide up to \$75,000 in funds to develop:

1. Planned and coordinated links, as well as completion of cost estimates, to existing or committed bike paths through private development from the Central Sports Complex to the Warrenton Greenway and Academy Hill Road;
2. Signage guidelines for the design and sign placements;
3. Design options for bikeway crossing on Broadview Avenue; and
4. A Bicycle Touring Map Guide that will identify the safe path, sidewalk and neighborhood street routes to existing schools, parks and other public facilities and commercial areas along the routes.

; and

WHEREAS, the grant application requires in-kind contributions in the form of staff assistance and mapping from both jurisdictions approximating 10% of the cost of the grant application request; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the Board of Supervisors does hereby support the grant application; and, be it

RESOLVED FURTHER, That the Board of Supervisors hereby commits in-kind County services totaling up to 10% of the cost of the grant application and looks forward to working with the Town of Warrenton and the Rappahannock–Rapidan Regional Commission should the grant be awarded.

A Resolution to Award the Medical Insurance and Prescription Drug Plan Contract to Anthem Blue Cross Blue Shield and to Adopt the Health Care Plan Rates for FY 2008

RESOLUTION

A RESOLUTION TO AWARD THE MEDICAL INSURANCE AND PRESCRIPTION
DRUG PLAN CONTRACT TO ANTHEM BLUE CROSS BLUE SHIELD AND TO
ADOPT THE HEALTH CARE PLAN RATES FOR FY 2008

WHEREAS, Fauquier County Government and Public Schools requested proposals for medical and prescription drug services; and

WHEREAS, the Health Insurance Advisory Committee has reviewed nine (9) proposals to determine the proposal that provides the best financial option, provides the most access to medical and prescription drug providers, and offers the experience and ability to meet the needs of the County; and

WHEREAS, the Health Insurance Advisory Committee has presented recommendations to the Board of Supervisors and the School Board concerning the employee health care program and its rate structure; and

WHEREAS, the Procurement Manager has made a written determination that the award of the contract without delay is necessary in order to protect the public interest; now, therefore, be it

RESOLVED, by the Fauquier County Board of Supervisors this 12th day of April 2007, That the Board of Supervisors hereby affirms and ratifies the finding of the Procurement Manager that the award of the contract without delay is necessary in order to protect the public interest; and, be it

RESOLVED FURTHER that the County and School Medical Insurance and Prescription Drug Plan be, and is hereby, awarded to Anthem Blue Cross Blue Shield for services commencing July 1, 2007; and, be it

RESOLVED FURTHER, That the County Administrator be, and is hereby, authorized to execute the contract for medical and prescription drug services upon the review and approval of the County Attorney; and, be it

RESOLVED FINALLY, That report submitted by the Director of Human Resources on March 15, 2007, and rates therein, be, and are hereby, adopted for FY 2008.

A Resolution to Award a Contract for the Purchase and Installation of Equipment for the Recycling Facility

RESOLUTION

A RESOLUTION TO AWARD A CONTRACT FOR THE PURCHASE AND
INSTALLATION OF EQUIPMENT FOR THE RECYCLING FACILITY

WHEREAS, the Board of Supervisors established a construction and demolition debris recycling center in order to maintain sufficient revenues to support the landfill and to extend the future life of the landfill; and

WHEREAS, significant quantities of cardboard are expected that will exceed the current labor-intensive sorting and baling operation's ability to process; and

WHEREAS, with minor building improvements an automated sorting and baling operation will allow a significant increase in both the types and quantities of materials recycled; and

WHEREAS, a Request for Proposals for the purchase and installation of recycling equipment was issued and four proposals received in September 2006; and

WHEREAS, the staff has completed its review of the proposals and recommends an award of this contract; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the Fauquier County Administrator be, and is hereby, authorized to enter into a contract with PBE, Inc. in the amount of \$567,127 for the purchase and installation of an automated recycling system, and to complete related building modifications for a total project cost of \$611,290.

A Resolution to Authorize the County Administrator to Execute a Standard Form Agreement for Services with Diversified Ambulance Billing, Inc.

RESOLUTION

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A
STANDARD FORM AGREEMENT FOR SERVICES WITH
DIVERSIFIED AMBULANCE BILLING, INC.

WHEREAS, the County Administrator has reached an agreement with the thirteen volunteer fire and rescue companies and the Volunteer Fire and Rescue Association for the purposes of fee collection for emergency medical transport services; and

WHEREAS, it is proposed that the County utilize the services of Diversified Ambulance Billing, Inc. for the purposes of collecting and disbursing said revenue; and

WHEREAS, the Agreement has been reviewed as to form by the County Attorney and the Procurement Division; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the County Administrator be, and is hereby, authorized to execute the Agreement with Diversified Ambulance Billing, Inc.

DIVERSIFIED AMBULANCE BILLING, INC
STANDARD FORM AGREEMENT
FOR SERVICES

THIS AGREEMENT is made this 13th day of April, 2007, by and between DIVERSIFIED AMBULANCE BILLING, INC., hereinafter referred to as "CONTRACTOR" and FAUQUIER COUNTY, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "COUNTY."

WHEREAS, the COUNTY desires to obtain services of revenue recovery related to patient billing of COUNTY Rescue services Emergency Medical Service (EMS) ambulance transports; and

WHEREAS, CONTRACTOR desires to provide such services.

W I T N E S S:

IN CONSIDERATION of the mutual promises stated in this AGREEMENT, the COUNTY and CONTRACTOR agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS:

- 1.1 The documents listed in Section 1.2 of this Article shall constitute the contract documents. These contract documents shall represent the entire agreement and understanding between the parties. All terms and conditions of the contract documents are made a part of this agreement and made applicable to the parties hereto. All other statements, discussions, and negotiations, whether oral or written, are hereby merged into these contract documents. These contract documents shall be amended only by written instrument. The contract documents are presented in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents, in case of conflict or ambiguity.
- 1.2 The Contract Documents consist of:
 1. Diversified Ambulance Billing, Inc Contract between CONTRACTOR and COUNTY;
 2. Fairfax County, Virginia RFP# 05-762879-39 dated September 1, 2004.
 3. Memorandum of Negotiation, Emergency Medical Services Billing and Associated Services, RFP05-762879-39 between Fairfax County and Diversified Ambulance Billing, Inc.

4. Diversified Ambulance Billing, Inc. proposal dated October 14, 2004 submitted in response to Fairfax County RFP# 05-762879-39.

ARTICLE 2

THE WORK:

- 2.1 The CONTRACTOR shall provide Emergency Medical Service (EMS) transport billing for FAUQUIER COUNTY.
- 2.2 A brief summary of the scope of work includes the following:
 - A. Receive patient care reports (PCRs) in paper or electronic format from the COUNTY and, using appropriate technical means, establish patient accounts in the CONTRACTOR'S patient account management system.
 - B. Verify, correct and update patient account insurance or other guarantor information through hospital and patient contacts or by other means available to the CONTRACTOR.
 - C. Establish, understand and follow EMS billing policy described by the COUNTY with regard to the filing of insurance claims, invoicing of patients, speaking to patients, determining "hardship status" for patients, accepting payments from patients and generally administering patient account activity.
 - D. Submit patient insurance claims to guarantors using standardized electronic and paper form based submission procedures following regulations published by the Center for Medicare and Medicaid Services (CMS), the Code of Federal Regulations (CFR) and other industry standard practices.
 - E. When directed by the COUNTY, mail invoices requesting payment for services to a patient's home address and/or contact such patients by telephone to request payment, to the extent required by the COUNTY'S EMS billing policy.
 - F. When directed by the COUNTY, receive and process insurance or patient payments and post (credit) such payments to individual patient accounts following generally accepted accounting principles (GAAP) expected by the COUNTY. The payment management process required of the CONTRACTOR is detailed by Article 3 of this contract.
 - G. When indicated, submit to the COUNTY a report detailing refunds due to patients because of overpayment by guarantors. Such refunds shall be used to adjust fees owed by the CONTRACTOR by the COUNTY on the monthly invoice.
 - H. Provide accountability to the COUNTY for the management of patient account payments.
 - I. Provide reports to the COUNTY detailing demographic and financial data for the operation of the EMS system.
 - J. If directed by the COUNTY, represent the COUNTY to CMS, other insurers, federal agencies, other government agencies or other approved parties in matters pertaining to insurance billing and patient account management.
 - K. Provide training to COUNTY personnel with regard to completing PCRs for insurance billing purposes and for understanding the basic principles of "protected health information" management following the requirements of the Health Insurance Portability and Accountability Act (HIPAA) as determined by the Department of Health and Human Services (HHS), Office of Civil Rights (OCR).
 - L. Abide by and comply with all policies, rules, regulations and laws that pertain to the billing and reimbursement of health care services as published by CMS, HHS, OCR, the Office of Inspector General (OIG), HIPAA and the CFR.

ARTICLE 3

PAYMENT MANAGEMENT AND PROCESSING:

- 3.1 The CONTRACTOR shall receive and process insurance or patient payments and post (credit) such payments to individual patient accounts following the GAAP requirements expected by the COUNTY using the following procedures:
- A. Payments will come to a Post Office Box located in Virginia Beach, Virginia. The PO Box will be emptied on a daily basis. The CONTRACTOR will in turn, according to GAAP requirements, make copies of the checks and prepare them for deposit in the COUNTY bank account. Deposit information will be relayed via electronic means (i.e. email, fax) to appropriate parties in the COUNTY. Posting of payments will occur within 48 hours of retrieval from the PO Box to appropriate patients' accounts.

ARTICLE 4

CONTRACT PRICE:

- 4.1. The COUNTY shall pay for these services out of current funds.
- 4.2. The price of the EMS transport billing services shall be 7.5% of all monies collected and posted to patients' accounts adjusted for refunds. This percentage will never exceed 7.5% during the duration of the contract.
- 4.3. The date of commencement shall be April 13th, 2007 (otherwise stated).
- 4.4. The AGREEMENT will be in effect until June 30, 2010, with options to renew for five (5) one-year extensions as noted in Fairfax County's RFP, Section 26.2, page 15.
- 4.5. Payments shall occur as follows:
1. Payments are due net thirty (30) days after submittal of an invoice to Fauquier County for the services as described in Article 2.
 2. There will be a 1.5% discount applied on the following month's invoiced amount if payment is received within twelve (12) business days after receiving the invoice.

ARTICLE 5

MISCLELLANEOUS TERMS:

- 5.1. CONTRACTOR shall hold harmless and defend the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its contractors or employees.
- 5.2. CONTRACTOR shall maintain insurance coverage as noted on the attached Insurance Checklist during the course of this contract, and provide the COUNTY with certificate of insurance for said coverage upon execution of this AGREEMENT.
- 5.3. CONTRACTOR agrees that:
1. During the performance of this contract, it will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth non-discrimination practices, and that it will state, in all solicitations or advertisements for employees place by or on behalf of the contractor, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and

2. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
- 5.4. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this AGREEMENT:
 1. For COUNTY:
Chief of Department of Fire and Emergency Services
78 West Lee Street, Suite 101
Warrenton, VA 20186
 2. For CONTRACTOR:
Diane L. Vick, President, Chief Executive Officer
Diversified Ambulance Billing, Inc.
397 Little Neck Road, Building 3300-South, Ste. 300
Virginia Beach, VA 23452

The parties may amend such addresses by written notice to the opposite party at the given address.

- 5.5. The COUNTY may cancel this AGREEMENT for any reason upon ninety (90) days written notice, and upon payment of any and all sums due to CONTRACTOR under the terms of Article 4 and reasonable expenses incurred in reliance upon the contract.
- 5.6. The parties agree that this contract shall be governed by the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in Fauquier County, Virginia.
- 5.7. CONTRACTOR acknowledges that the Fauquier County Procurement Policy is applicable to this contract.
- 5.8. Except as noted in the contract documents, neither this contract, nor any part hereof, may be assigned or subcontracted by the CONTRACTOR to any other party without the express written permission of the COUNTY.
- 5.9. This AGREEMENT is expressly contingent upon an annual appropriation by the Board of Supervisors of Fauquier County, Virginia, of the amounts necessary for the compensation of services as is described herein.
- 5.10. During the performance of this contract, the CONTRACTOR agrees to (I) provide a drug-free workplace for the CONTRACTOR'S employees; (II) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition; (III) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (IV) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 5.11. The following modifications to the contract document titled "Memorandum of Negotiation, Emergency Medical Services Billing and Associated Services, RFP05-762879-39" between Fairfax County and Diversified Ambulance Billing, Inc shall be in effect:

- a. First paragraph: Contract document items c. and e. do not apply.
- b. Provision #2 shall be deleted and replaced with the following:
The CONTRACTOR agrees to partner with any hospital serviced by Fauquier County EMS to create automated interfaces to obtain patient billing information. Until the interfaces are established, the CONTRACTOR will work with the COUNTY in obtaining insurance information for patients transported to the following facilities:
Fauquier Hospital
Culpeper Hospital
Mary Washington Hospital
Warren Memorial Hospital
Winchester Medical Center
Prince William Hospital
- c. Provision #4 will be deleted.
- d. Provision #14 does not apply.
- e. Provision # 15 does not apply.

WITNESS the following signatures and seals in agreement with the above terms:

By: _____
COUNTY ADMINISTRATOR
FAUQUIER COUNTY, VIRGINIA

By: _____
DIANE L. VICK
PRESIDENT, CHIEF EXECUTIVE OFFICER
DIVERSIFIED AMBULANCE BILLING, INC

Approved as to form:

By: _____
COUNTY ATTORNEY

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000

	Personal and Advertising Injury	\$1,000,000
	Fire Legal Liability	\$50,000 Per Occurrence
	Best's Guide Rating-A-VIII or better, or its equivalent	
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. Fauquier County and/or Fauquier County School Board named as additional insured on Auto and General Liability Policies (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. 30 day written cancellation notice required for non-payment to Fauquier County and/or Fauquier County School Board – Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

Revised 2/16/06 – tr

A Resolution Authorizing the County Administrator to Execute a "Letter of Moral Obligation" from Fauquier County Guaranteeing Funding to Support Renovations of the Remington Fire Rescue Station Contingent Upon the Mutual Execution of A Facilities Use Agreement and Approval of Such Funding by the United States Department of Agriculture (USDA)

RESOLUTION

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A
"LETTER OF MORAL OBLIGATION" ON BEHALF OF FAUQUIER COUNTY
GUARANTEEING FUNDING FOR THE RENOVATION OF REMINGTON FIRE RESCUE
STATION CONTINGENT UPON THE MUTUAL EXECUTION OF A FACILITIES USE
AGREEMENT AND APPROVAL OF SUCH FUNDING BY THE UNITED STATES
DEPARTMENT OF AGRICULTURE (USDA)**

WHEREAS, the Fauquier Volunteer Fire Rescue Association has requested a "letter of moral obligation" to guarantee USDA funding for the renovation of the Remington Fire Rescue Station; and

WHEREAS, such a letter would be subject to the approval of appropriations by the current and future Boards; and

WHEREAS, in December 2005, the Board of Supervisors has conducted a work session to receive advice on this request from the County Finance Director, Bond Counsel and Financial Advisors; and

WHEREAS, the Board of Supervisors has concluded that execution of such a letter is in the best interests of the County; and

WHEREAS, the Board of Supervisors, as conditions of the execution of such a letter, will require the Volunteer Fire and Rescue Association to enter into a mutually agreeable User Agreement for use of the Remington facility and will require that the USDA approve such funding; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the County Administrator be, and is hereby, authorized to execute a “letter of moral obligation” to guarantee the funding for the renovation of the Remington Fire Rescue Station.

A Resolution to the Rappahannock-Rapidan Regional Commission Supporting a Multi-Modal Planning Grant Application for Study of the U.S. 15/29 Corridor Between Gainesville and Culpeper County

RESOLUTION

A RESOLUTION TO THE RAPPAHANNOCK-RAPIDAN REGIONAL COMMISSION
SUPPORTING A MULTI-MODAL PLANNING GRANT APPLICATION
FOR STUDY OF THE U.S. 15/29 CORRIDOR BETWEEN GAINESVILLE AND CULPEPER
COUNTY

WHEREAS, the Town of Warrenton’s and Fauquier County’s Comprehensive Plans promote the planning of arterial transportation facilities that are coordinated with land development and zoning to afford opportunities for through traffic flow and the access to local land for the provision of local services; and

WHEREAS, the Town of Warrenton and Fauquier County have experienced significant growth in traffic volume on U.S. 15/29 and the interconnected routes that funnel regional travel into this Corridor for access and circulation to Northern Virginia; and

WHEREAS, as part of this growth, the communities have been subjected to the congestion and traffic circulation problems that have made it difficult for residents to use the Corridor and for business to adequately serve customers; and

WHEREAS, U.S. 15/29 is the confluence of regional Routes 15, 17 and 211 gathering travelers from south and west into the Corridor and providing critical access from the rural

Virginia countryside into Northern Virginia and the national highway network via Interstates 66 and 95 to the east coast; and

WHEREAS, the Multi-Modal Planning Grant will provide for long-range planning and generate innovative alternatives for the future of the Corridor, which cannot sustain safe circulation in its current configuration; and

WHEREAS, the Rappahannock–Rapidan Regional Commission assists both jurisdictions in meeting regional land use and transportation goals; and

WHEREAS, the Rappahannock–Rapidan Regional Commission seeks to pursue the application for a “Rural Parkway,” among other options, to assess different solutions to the transportation problems in the U.S. 15/29 Corridor and would provide up to \$200,000 in funds for:

- (1) a more disciplined and creative approach to separating the existing joint use of the Corridor for through travel and local land use access;
- (2) the provision of professional consulting services to identify the feasibility of the Rural Parkway Concept and review other innovative options for the future of the Route 29 Corridor;
- (3) assessing the Concept to include the capability of local circulation within the existing Corridor and incorporating facilities for transit and parking in the spirit of the multi-modal intent of the grant; and
- (4) Offer a forum for the involvement of the communities along the Route 29 Corridor to insure that the solutions proposed will best meet local objectives and have the opportunity for the political support necessary for a successful resolution to the conflicts of regional through travel versus local development access.

WHEREAS, the grant application requires in-kind contributions in the form of staff assistance and mutual cooperation from the jurisdictions along the Route 29 Corridor approximating 10% of the cost of the grant application request; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the Board of Supervisors hereby supports the planning grant application for the Rural Parkway Concept and endorses its submission by the Rappahannock-Rapidan Regional Commission for funding; and, be it

RESOLVED FURTHER, That the Board of Supervisors hereby commits the requisite in-kind services for its proportionate share of the local costs of the grant administration and looks forward to working with Peter Schwartz of the Commonwealth Transportation Board, the Town of Warrenton, other communities along the Corridor and the Rappahannock–Rapidan Regional Commission should the grant be awarded.

APPOINTMENTS

By unanimous consent, the following appointments were approved:

- Disability Services Board – Consumer: Linda Reid was reappointed for a three-year term, which ends April 12, 2010.
- Disability Services Board – Consumer: Carina Elgin was reappointed for a three-year term, which ends April 12, 2010.
- Industrial Development Authority – Cedar Run District: Gary Cordova was reappointed for a three-year term, which ends April 12, 2010.
- Industrial Development Authority – Citizen at Large: David DeGive was reappointed for a three-year term, which ends April 12, 2010.
- Architectural Review Board – Planning Commission Representative: Jim Stone was confirmed to fill an unexpired vacancy, which ends March 9, 2010.

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR FEE FOR SERVICE WITH THE THIRTEEN FIRE AND RESCUE COMPANIES, THE VOLUNTEER FIRE AND RESCUE ASSOCIATION, AND THE DEPARTMENT OF FIRE AND EMERGENCY SERVICES

Mr. Stribling moved to adopt the following resolution. Mr. Downey seconded and, following discussion, the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

A RESOLUTION TO AUTHORIZE THE FAUQUIER COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR FEE FOR SERVICE WITH THE THIRTEEN VOLUNTEER FIRE AND RESCUE COMPANIES, THE VOLUNTEER FIRE AND RESCUE ASSOCIATION, AND THE DEPARTMENT OF FIRE AND EMERGENCY SERVICES

WHEREAS, due to the critical need for 24-hour advanced life support services in the Fauquier County community, the Board of Supervisors has encouraged the Department of Fire and Emergency Services and the Volunteer Fire and Rescue Association to pursue fee for service ambulance billing; and

WHEREAS, the parties have arrived at a consensus which is memorialized in the attached Agreement; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the Fauquier County Administrator be, and is hereby, authorized to execute the attached Agreement; and, be it

RESOLVED FURTHER by the Fauquier County Board of Supervisors that the Board wishes to commend and thank all parties who cooperated to make this process possible, including the volunteers, County staff and Springsted, Incorporated.

AGREEMENT

I. Parties to the Agreement

The parties to this Agreement are as follows:

The Board of Supervisors of Fauquier County, Virginia (hereafter referred to as the “County”), the Fauquier County Fire and Rescue Association (hereafter referred to as the “Association”) and the Fauquier County Volunteer Fire and/or Rescue Companies, Inc. (hereafter referred to as the “Companies”).

II. Purpose of the Agreement

The purpose of this Agreement is to implement Ambulance Revenue Recovery in order to provide timely implementation of 24 hour advanced life support (ALS) staffing. This Agreement is in response to a consensus among the County, the Companies and the Association that 24 hour ALS is a critical function, and is in the best interests of the general health and welfare of the residents of Fauquier County.

III. Background

Relative to the growth in Fauquier County, there has been a considerable increase in emergency services demands placed upon the Association and Department of Fire and Emergency Services (DFES). There has been a marked spike in service needs, not only in the higher population concentrations, but also in the outlying regions of the county, given the development of rural neighborhoods. In addition, the elderly population is steadily increasing.

Every fire and rescue department in the County has put forth a significant effort to respond to this growth. However, the one area that has proven difficult to manage is the increased need for ALS response. It is becoming increasingly difficult for the average volunteer to seek and maintain ALS qualification. This is not a problem only in Fauquier County; it is a growing trend nationwide. This is due, in part, to the overwhelming commitment demanded by regulations imposed by state and local governments. A retention problem also exists among volunteers. Once certification is achieved, many volunteers cease volunteering and seek employment.

This Agreement was developed in order to address these concerns and to demonstrate that the general health and welfare, and the level and quality of service, are of paramount concern to the County, the Association and the Companies.

After close consideration, the County has encouraged its career staff and the Association to pursue Ambulance Revenue Recovery as a funding option, rather than to finance 24 hour ALS service through the County’s general fund tax revenues.

Medicaid, Medicare and private insurance policies cover the cost of EMS transport and treatment. As the need for emergency medical services continues to increase, EMS agencies have sought ways to pay for these increased needs without additional tax revenues to fund them. Other agencies across Virginia have found that billing Medicaid, Medicare, and private insurance for EMS transport and treatment services has resulted in revenue being recovered to fund additional EMS services. The known availability of such revenue sources has led the Association and DFES to seek such added resources to enhance services offered in the community. This is the primary goal of Ambulance Revenue Recovery.

IV. Initial Funding and Program Continuation

The County will allocate the necessary funding to recruit and hire the required personnel to implement the first 24 hour career medic unit and a billing coordinator position to maintain records, monitor quality control and prepare reports. Funding for the continuation of 24 hour service will be derived from revenue recovery. In the event that revenues fall short of the amount required to maintain any existing positions, the County agrees that it will not eliminate existing positions. All funding for existing and future positions will be subject to appropriation by the Board of Supervisors.

V. Command and Control of Staffing

All personnel employed for the purposes of providing 24 hour advance life support services, and all related administrative personnel, will be employees of the Fauquier County government and will be subject to its personnel and administrative policies and procedures. Command and control of staffing will remain consistent with current operations and the provisions of the Fire and Rescue Services Agreement.

VI. HIPPA Requirements and Training

The County will be responsible for ensuring that all career staff and volunteer personnel are provided training as to the requirements of the HIPPA. The Association agrees to be responsible for internally tracking attendance and scheduling of this training.

VII. Allocation of Revenue Recovery Funding

- i. All revenues derived will be deposited in a separate account by the County's Department of Finance.
- ii. Mileage-based revenues: One hundred percent of the mileage based revenue will be appropriated to the Companies through the VFRA on a quarterly basis. This revenue may be used as each Company deems fit for the purposes of EMS related capital or operational expenses. This revenue is generated based on a dollar amount charged per mile while transporting a patient. The dollar amount is derived from Medicare and other insurance companies' allowable charge rates and is periodically updated.
- iii. Medical insurance-based revenues will be distributed according to the following list of priorities on a basis and at intervals determined by the Oversight Committee:
 - a. Salaries, benefits, training, uniforms and all other necessary and associated costs for five new additional personnel required to achieve 24 hour advanced life support career staffing and one billing coordinator position;
 - b. Administrative costs associated with contractual billing and collection services;
 - c. Restocking costs for supplies and disposable items for emergency vehicles;
 - d. The remaining balance of medical-insurance based revenues will be appropriated to the Association to distribute among its Companies in a manner in which it deems fit and equitable for the purposes of funding EMS-related capital and operating expenses upon approval by the Oversight Committee.

VIII. Oversight Committee

Upon execution of this Agreement, the County and the President of the Association will appoint a permanent committee that will meet at least quarterly to discuss and make recommendations to the Board of Supervisors and the Association on the following matters:

- a. Scope of Services and Need for Expanded Staffing
- b. Quality Control
- c. Income Trends
- d. Distribution/Allocation Formula
- e. Additional Administrative Needs
- f. Amendments/Revisions to this Agreement

The membership of the Oversight Committee will consist of:

- a. The Association President or his designated representative
- b. The DFES Chief or his designated representative
- c. The Chairperson of the EMS Committee
- d. A representative from each of the Association's geographical regions—north, central and south.
- e. A DFES Operational Supervisor
- f. The Fauquier County Administrator or his designated representative.

Periodically, other County staff may be requested to attend the meetings of the Oversight Committee to provide advice and guidance on various issues.

IX. Conflict Resolution

Prior to the placement of 24 hour career staff in any station, a individual Conflict Resolution Plan will be developed between the relevant Company and the DFES Chief.

X. Dedicated Space

Upon placement of 24 hour career staff at any station, the Company will provide adequate space for that staff for sleeping, personal items and equipment storage. Nothing in this Agreement is intended to conflict or undermine the provisions of any station use agreement in effect or later executed by and between the County and the Association or any Company.

XI. Initial Staffing

The first 24 hour ALS unit will be located in the central region at the Warrenton Fire Department. The parties agree that one 24 hour unit over three shifts requires a total of eight providers. Each of the three shifts will be staffed by one Master Technician and one Technician. The parties agree that, given the staffing in the central region at the time of the execution of this Agreement, the hiring of five new Technicians and one Billing Coordinator is required.

XII. Term

This Agreement shall be effective upon mutual execution by the parties and will remain in effect for three consecutive years from the date of execution/anniversary date. Thereafter, this agreement will automatically renew for consecutive one-year terms unless notice to terminate is given by any or all of the parties two hundred (200) calendar days in advance of the anniversary date.

Now, therefore, this Agreement is hereby executed and given under our hand this ____ day of _____, 2007:

____ Paul S. McCulla, Fauquier County Administrator
____ Thomas Marable, President, Fauquier Fire and Rescue Association
____ Philip Myer, Chief, Dept. of Fire and Emergency Services
____ Scott Taylor, Chief, Warrenton Volunteer Fire and Rescue
____ Douglas Taylor, Chief, Remington Volunteer Fire and Rescue
____ Allen, Nalls, Chief, Marshall Volunteer Fire Company
____ Tony Corbin, Chief, The Plains Volunteer Fire and Rescue
____ Scotty Williams, Chief, Upperville Volunteer Fire Company
____ Butch Flippo, Chief, Catlett Volunteer Fire and Rescue
____ Brian Baxter, Chief, Goldvein Volunteer Fire and Rescue
____ Eric Neese, Chief, Marshall Volunteer Rescue Squad
____ George Keefer, Chief, New Baltimore Volunteer Fire and Rescue
____ Mark Frinks, Chief, Orlean Volunteer Fire and Rescue
____ Dave Van Buskirk, Chief, Cedar Run Volunteer Rescue Squad
____ Jim Weeks IV, Chief, Lois Volunteer Fire Company

A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE VIRGINIA HOUSING DEVELOPMENT AUTHORITY FOR SPONSORING PARTNERSHIPS AND REVITALIZING COMMUNITIES GRANT FUNDS AND TO DEVELOP A PROGRAM TO ASSIST LOCAL GOVERNMENT EMPLOYEES TO PURCHASE HOMES IN FAUQUIER COUNTY

Mr. Downey moved to adopt the following resolution. Mr. Stribling seconded and, following discussion, the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE VIRGINIA HOUSING DEVELOPMENT AUTHORITY FOR SPONSORING PARTNERSHIPS AND REVITALIZING COMMUNITIES GRANT FUNDS AND TO DEVELOP A PROGRAM TO ASSIST LOCAL GOVERNMENT EMPLOYEES TO PURCHASE HOMES IN THE FAUQUIER COUNTY

WHEREAS, the Fauquier County Board of Supervisors recognizes the lack of and need for affordable housing for citizens and employees of the County; and

WHEREAS, the Virginia Housing Development Authority (VHDA), through its Sponsoring Partnerships and Revitalizing Communities (SPARC) program, provides grant allocations to fund permanent home purchase mortgages at advantageous interest rates to qualified homebuyers; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the County Administrator be, and is hereby, authorized to submit an application to the VHDA for SPARC grant funding; and, be it

RESOLVED FURTHER, That the Affordable Housing Committee is hereby directed to design a program to assist local municipal employees to purchase homes in the County utilizing a portion of the affordable housing funding for closing, down payment assistance, or related home purchase costs.

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT FOR A LEASE AT THE WARRENTON-FAUQUIER AIRPORT

Mr. Graham moved to adopt the following resolution. Mr. Robison seconded and, following discussion, the vote for the motion was 4 to 1 as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>Mr. William G. Downey</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT FOR A LEASE AT THE WARRENTON-FAUQUIER AIRPORT

WHEREAS, Fauquier County owns and controls the Warrenton-Fauquier Airport; and

WHEREAS, it is mutually agreed that Essar Aviation, LLC, will no longer provide the Fixed Based Operation Services at the Airport and that a revised lease shall provide the terms and conditions of a contract for a lease between the parties; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the County Administrator be, and is hereby, authorized and directed to execute the contract for a lease at the Warrenton-Fauquier Airport with Essar Aviation, LLC.

CONTRACT FOR LEASE AT WARRENTON-FAUQUIER AIRPORT

This REVISED LEASE (hereinafter "Lease") effective as of the 30th day of April, 2007, by and between the COUNTY OF FAUQUIER, a political subdivision of the Commonwealth of Virginia, (hereinafter "County") and ESSAR AVIATION, LLC, a private for profit limited liability corporation organized and existing under and by virtue of the laws of the State of Virginia (hereinafter "Tenant");

WITNESSETH:

WHEREAS, the County owns and controls the Warrenton-Fauquier Airport (hereinafter "Airport") in the County of Fauquier, Commonwealth of Virginia; and

WHEREAS, the Board and Tenant have mutually agreed that Tenant shall no longer perform FBO Services at the airport;

NOW, THEREFORE, the parties hereto, for and in consideration of the premises and of the terms, conditions, and covenants contained in this Contract, hereby agree as follows:

ARTICLE I. PERIOD OF THE CONTRACT

Section 1.1 TERM

The term of this Contract shall be for two years and nine months and shall commence on the 30th day of April, 2007, and continuing through 11:59 p.m. the 31st day of December 2009, (hereinafter "Termination Date"), subject to such earlier termination as provided herein.

Section 1.2 EXPIRATION OF TERM

The parties agree that this contract shall expire at 11:59 p.m. of the Termination Date.

ARTICLE II. LEASED PREMISES AND COMMON AREAS

Section 2.1 LEASED PREMISES

The County hereby demises and leases to Tenant and Tenant hereby accepts and leases from the County, subject to all terms and conditions herein, that portion of the Airport facilities as identified and shown on the attached "Figure 1" showing the leased maintenance area, attached "Figure 2" showing two leased offices and one leased storage area, and "Figure 3," showing 4 leased tie-downs more particularly described as leased spaces, in "as is" condition. The Tenant has the right of ingress and egress for both vehicles and aircraft, for the conduct of Tenant's services under this Contract. The leased spaces herein are collectively referred to as the "Leased Premises."

Section 2.2 COMMON AREAS

All other portions of the Airport excluding the Leased Premises, which are open to all Airport users and necessary for the use of the Airport as an airport, more particularly described as public areas, herein are collectively referred to as the "Common Areas." The areas comprising the Common Areas under this Contract shall remain public areas throughout the entire term of this Contract and shall never become part of the Leased Premises.

Section 2.3 PREMISES IN GENERAL

It is expressly understood and agreed between the Parties that the Leased Premises does not include the Common Areas. The use of the Common Areas shall be non-exclusive and in common with all other Airport users and County pursuant to the rules, regulations and minimum standards of the Airport currently in place and those adopted in the future, along with the rules and regulations of the Federal Aviation Administration (FAA) as set forth in Section 308 of the Federal Aviation Act of 1958 or any other applicable section of the Act or FAA rules.

ARTICLE III. RIGHTS AND OBLIGATIONS OF THE TENANT

Section 3.1 RIGHTS GRANTED

1. Repair and Maintenance of Based and Itinerant Aircraft. Tenant may, at its option, maintain and operate a repair facility and sell aircraft replacement parts. Tenant acknowledges that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing service on its own aircraft, with its own regular employees, including maintenance and repair services. If Tenant opts to provide repair and maintenance services it shall provide:

- A. Equipment necessary to perform maintenance service on aircraft and powerplants in accordance with FAA and FCC regulations and manufacturers' specifications for piston and jet general aviation aircraft.
- B. Equipment or other contracts necessary to perform or have performed maintenance services on avionics and/or flight instruments, in accordance with applicable

FAA regulations and manufacturers' specifications.

2. Aircraft Rental and Flight Training. Tenant may engage in the lease and distribution of aircraft, aircraft parts, accessories and supplies, avionic and engine parts, instruments, accessories and related items. Tenant may offer flight training and aircraft rental services and may operate a flight school and ground school. The County reserves the right to terminate the lease as to the property shown on Figure 2 upon sixty days written notice to the Tenant in accordance with the provisions of Section 13.2(1). Four tie downs as shown on Figure 3 are to be provided for the term of this lease. Any additional available tie downs shall be provided at the market rate at the time Tenant leases the tie down.

Should Tenant wish to offer any other commercial aeronautical service or engage in any other commercial activity, Tenant must make a written application to the County and provide the County with a business plan. The County reserves the right to reject any business plan or plans for activities that are incomplete, under-funded or under-insured and to prohibit those activities until the plans are approved by the County. Final approval of any new activity shall be in writing and as an amendment to this Contract. County also reserves the right to shut down any activities that deviate in a substantial and material way from the plan approved by the County.

3. Option for Future Maintenance Facility. County with a separate agreement may authorize the Tenant to build up to a 25,000 square foot aircraft maintenance facility. The location, design and method of construction shall be approved by the County. The terms of the lease shall be similar to the terms for the land lease for the T-Hangar. In the event that Tenant has not exercised this option during the term of the lease but has demonstrated in the sole discretion of the County Administrator that it has made substantial progress towards the execution of the option, this option shall extend for a period of one year beyond the expiration of this lease.

Section 3.2 NON-EXCLUSIVE RIGHTS

A. The right to establish, conduct and operate a flight school and maintenance service at the Airport and the privilege as granted under this Contract are non-exclusive. The County reserves the right, at its sole discretion, to grant others certain rights and privileges with respect to the Airport which are identical in part or in whole to those granted the Tenant.

1. Obligation to Follow Applicable Rules and Regulations. Tenant shall comply with all federal, state and local laws, requests for assurances, rules and regulations, including those rules and regulations promulgated by County, which may apply, now or in the future, to the conduct of any business or activity in the County or at the Airport that is either granted or required under this Contract. Tenant shall keep in effect all necessary and/or required licenses or permits and post them in a prominent place. Tenant shall follow and enforce any present County adopted Airport Rules and Regulations and shall follow and enforce any new or modified Airport Rules and Regulations during the term of this Contract.

2. General Contract Terms and Tenant's Affirmative Duty. Tenant shall not commit waste or abuse the Leased Premises and shall keep said area in good condition and working order and shall surrender same upon the termination of this Contract less normal wear and tear. Tenant shall be liable for such damage caused to the Common Areas by itself or its employees. In the case of an emergency, such as a plane crash or fuel spill, Tenant

must take appropriate action and shall take affirmative and active steps to provide assistance to those in need, to mitigate damage and to act on any emergency plan, such as the emergency fuel spill response plan. Tenant's obligation to take appropriate action with regard to the Common Areas and emergency situations shall apply equally to any corporate officer, director or employee of Tenant.

3. Subleasing. Tenant shall not sublet any portion of the Airport or the Leased Premises without the County's express written approval. This section shall not prohibit assignment as authorized pursuant to Section 3.5 "Assignment" herein.

4. Tie-down Service and Rental. Except with respect to the four tie-downs leased herein, all other tie-down facilities shall be maintained and leased by the County. The County will solely provide all tie-down equipment and will rent all such service and equipment directly to users of the Airport. The County will also directly collect all rents from its tie-down rentals.

If the Tenant offers flight training services it shall be entitled to four tie-down spaces at the location shown on Figure 3.

5. Signs. During the term of this Contract, Tenant shall have the right, at its expense, to place in or on the Leased Premises a sign or signs identifying Tenant. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by the County and shall be in conformance with all applicable ordinances of the County. If the sign is in conformance with County ordinances, the County's general approval shall not be withheld unreasonably. Notwithstanding any other provision of this Contract, said sign(s) shall remain the property of Tenant. Tenant shall remove, at its expense, all lettering, signs and placards so erected on the Leased Premises at the expiration of the term of this Contract. County shall erect, at its expense, an appropriate sign identifying the Airport property as a County facility.

6. Use of Airport Facilities. Tenant shall be entitled, in common with others so authorized, to use of the Common Areas and those areas that are of a public nature which are now or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas as designated by the County.

7. Aerial Approaches. The Tenant shall follow the aerial approaches mandated by the County. The County reserves the right, by any means necessary, to protect the aerial approaches of the Airport against obstruction, to prevent hazard to aircraft or the community and secure the usefulness and operability of the Airport.

8. Maintenance of Leased Premises. The Tenant shall, notwithstanding any other provision in this Contract, maintain all areas of the Airport leased from the County. Maintenance shall include all repairs including those of a capital nature. For purposes of this section "capital nature" shall include but not be limited to major structural, hangar doors/locks, plumbing systems, security system, ground communications equipment, HVAC and electrical repairs. The County reserves the right to have the Manager to mandate that Tenant make certain repairs in order to ensure that Tenant does not operate in unsafe or substandard conditions.

Section 3.4 PROHIBITED USES

Tenant shall not use the Leased Premises or the Common Areas, nor permit the same to be used by anyone, including but not limited to, its customers, tenants, invitees, Tenants, service personnel or employees, for storage,

transportation, disposal, discharge, or handling of any hazardous substances, except for the storage, transportation, disposal, discharge, or handling of such substances reasonably necessary for the conduct of its services outlined herein. Under no circumstances shall any use be made of, or conduct occur on, the Leased Premises or Common Areas, which use would cause any portion of the Airport to violate any state, county or environmental laws. Should Tenant cause such a violation, either directly or indirectly, Tenant shall be responsible for any fines, penalties, remediation or cleanup costs.

Further, Tenant shall not abuse, misuse or cause damage beyond normal wear and use to the Common Areas. Tenant shall be financially liable for such abuse or damage to the Common Areas even though the County shall be responsible for general maintenance of the Common Areas.

Section 3.5 ASSIGNMENT

Tenant covenants that it shall not assign, transfer, convey, sell, mortgage, pledge, encumber or sublet any portion of the Leased Premises or any part thereof, or any rights of Tenant hereunder or allow the use of the Leased Premises by any other person without the prior written approval of the County, which consent may be withheld at the sole discretion of the County. County agrees and acknowledges that Tenant may associate a partner, change its corporate name or alter its corporate structure as part of its continuation of the operations authorized herein and agrees that such change shall not constitute an assignment or sublease which requires prior approval, provided that the use of the property as an aircraft maintenance facility is continued. Tenant agrees to provide 30 days advance notice in writing of any such partnership or change in corporate structure.

ARTICLE IV. RENTAL AND FEE PAYMENTS

Section 4.1 RENT

In consideration of the rights and obligations granted by this Contract, the Tenant agrees to pay the County during the initial 12 month term of this Contract as rent the sum of Twelve Thousand Dollars in year one payable at \$1000 per month on or before the 5th day of each month. \$750 of such monthly rent shall be for the maintenance building and \$250 shall be for the leased premises shown on Figure 2. In year two and thereafter rent shall be \$1500 per month. \$1000 of such monthly rent shall be for the maintenance building and \$500 shall be for the leased premises shown on Figure 2.

Section 4.2 LATE FEES

A late fee of twelve percent (12%) per annum or one percent (1%) per month shall be added to all Fee Payments due according to the schedule required above and which are rendered more than ten (10) days past the date due as set forth in this article.

ARTICLE V. COUNTY OBLIGATIONS SUBJECT TO APPROPRIATIONS

Notwithstanding any other provisions of this Contract, the County shall be obligated hereunder for any cost payment or fee contained herein only as, and to the extent that, the governing body of the County shall appropriate monies for that purpose. Such failure of the governing body to so appropriate monies shall not constitute a default hereunder or entitle Tenant to any remedies.

ARTICLE VI. UTILITIES

The Tenant shall have the right to use the utility service facilities currently located within the Leased Premises during the term of this Contract, provided that it shall be responsible for the cost of all utilities used in the aircraft maintenance hangar facility.

ARTICLE VII. INSURANCE

Prior to the time Tenant is entitled to commence any part of the project, work or services under this Contract, the Tenant shall procure, pay for and maintain at its sole expense, at least the minimum insurance coverages and limits as provided for in this Article. Said insurance shall be evidenced by delivery to the County (i) certificates of insurance, executed by a financially stable insurance carrier acceptable to the County and licensed by or permitted to write insurance by the Virginia Bureau of Insurance, listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing or reinsuring said policies; and (ii) a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. It is expressly understood that the insurance coverage provided by the Tenant is for the Leased Premises and that the County will maintain insurance coverage for the Common Areas and the remaining public use portions of the Airport.

Throughout the term of this Contract, Tenant shall meet or exceed the following insurance requirements:

1. General Liability to include. Coverage shall be written on an occurrence basis. The limits of liability for sections A and B below shall not be less than one million dollars (1,000,000.00) combined single limit each occurrence and one million dollars (1,000,000.00) annual aggregate. The General Liability policy shall include:

- A. Comprehensive general liability including contractual, independent Tenant, incidental medical malpractice for bodily injury, property damage, advertising injury, personal injury and fire legal liability of not less than one hundred thousand dollars (\$100,000.00) per occurrence; and
- B. Completed operations and products liability coverage for all products sold

including fuel, aircraft, aircraft parts, aircraft maintenance and repair and non-aviation products sold; and

C. A premises medical payment coverage with limits not less than five thousand dollars (\$5,000.00); and

D. Hangerkeepers liability on maintenance hanger of not less than two hundred and fifty thousand dollars (\$250,000.00) for one aircraft and one million dollars (\$1,000,000.00) per each occurrence or disaster. The limits of this coverage shall be increased should the value of a single aircraft or all aircraft exceed the above amounts. In no case shall the amount of insurance be less than the actual values of the aircraft in the care or custody of the Tenant.

2. Workers' Compensation maintained to current statutory limits as required by law.

3. Employers Liability insurance of not less than one hundred thousand dollars (\$100,000.00) bodily injury by accident, one hundred thousand dollars (\$100,000.00) bodily injury by disease, each employee and five hundred thousand dollars (\$500,000.00) bodily injury by disease, policy limit.

4. Comprehensive Automobile Liability covering all vehicles used under this contract for owned, hired, and non-owned coverage with minimum limits of one million dollars (\$1,000,000.00) each for bodily injury including death, per occurrence, and property damage of not less than five hundred thousand dollars (\$500,000.00) per occurrence. Coverage shall be on an "occurrence" basis, but combined single limit of not less than one million dollars (\$1,000,000.00) for each occurrence will be acceptable unless otherwise stated.

5. Uninsured and Under Insured Motorist coverage to the same limits as Comprehensive Automobile Liability insurance.

6. Mobile Equipment Floater insurance coverage on an "all risks" basis covering all Tenant owned or leased, computer and communications equipment under the care or custody of the Tenant. The electrical surge exclusions are to be removed.

7. Property Insurance coverage on an "all risks" basis covering all County owned contents in the care or custody of the provider.

8. Aircraft Liability coverage for rental of aircraft and instruction of students with limits of not less than one million dollars (\$1,000,000.00) per occurrence.

9. Employee Dishonesty coverage in the amount of twenty-five thousand dollars (\$25,000.00) against theft or conversion of goods, money and securities.

10. Renters Insurance.

11. Each insurance policy shall include the following conditions by endorsement to the policy:

A. Each policy shall require, sixty days (60) prior to its expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be sent by the insurer to the County at its address of record. The Tenant shall also notify the County in a like manner within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverage received by the Tenant from its insurer. Nothing contained herein

shall absolve the Tenant of this requirement to provide notice.

B. Companies issuing the insurance shall have no claims against the County for payment of premiums or assessments or deductibles which are the sole responsibility and risk of the Tenant.

C. For the purposes of 11.B.above, the term "County" shall include Fauquier County, the Board of Supervisors, Constitutional Officers, employees, agents and representatives of Fauquier County.

D. Fauquier County will be named as additional insured and shall appear as owners of the Airport and equipment on the following policies: (i) comprehensive general liability Airport policy, (ii) comprehensive automobile liability, (iii) aircraft liability policy, (iv) pollution liability insurance, and (v) employee dishonesty coverage. Fauquier County will be named as loss payees on the following policies: (i) mobile equipment floater, and (ii) property insurance. All tenants and subtenants shall be required by the Tenant to comply with the requirements of this Article. All requirements of this Article shall be included in any subcontract agreements.

ARTICLE VIII. INDEMNIFICATION

1. Tenant hereby indemnifies and agrees to defend and hold harmless and shall cause its agents and subtenants to indemnify and hold harmless COUNTY, its officers, directors, agents, servants and form and against any and all liabilities, claims, demands, suits, causes of action (whether civil or criminal), judgments, damages, losses, costs, fines and expenses (including reasonable attorney fees) of any kind or nature whatsoever, which result directly from the performance or non-performance of the responsibilities, obligations, or services of the Tenant under this Contract including, but not limited, injury to or death of any person whomsoever (excluding County employees while acting in the course of their employment), damage to or destruction of any property, real or personal (including loss of or damage to Aircraft, or any third party property), unless such loss or damage arises from the gross negligence or willful misconduct of County, its officers, directors, agents, servants, employees, or its subtenants. The indemnification obligations of this Article shall survive this Contract for a period of two (2) years.
2. To the extent permitted by law, the County hereby indemnifies and agrees to hold harmless and shall cause its agenda and subtenants to indemnify and hold harmless Tenant, its officers, directors, agents, servants and employees from and against any and all liabilities, claims, demands, suits, causes of action whether civil or criminal, judgments, damages, losses, costs, fines and expenses (including reasonable attorney's fees) of any kind or nature whatsoever, which in any way arise out of the gross negligence or willful misconduct of County, its officers, directors, agents, servants, employees or its subtenants. The indemnification obligations of this Article shall survive termination of this Contract for a period of two (2) years. County will promptly notify Tenant of any claim made or suit brought within the scope

of this Article VIII.2 and Tenant and/or Tenant's insurer(s) have the right to assume and conduct the defense or to effect any settlement at their own expenses, whichever they deem proper.

3. Tenant and County agree to give the other party all assistance reasonably requested, and to put at its disposal all pertinent records, to facilitate the prosecution or defense of any claims, suits, or investigations arising out of the performance and/or non-performance of obligations under this Contract by either party.

ARTICLE IX. RIGHTS AND REMEDIES

In addition to any other rights or remedies which the County may have at law or in equity, upon the occurrence of each default, then so long as such default continues, the County may exercise any one or more of the following rights:

1. Except as further qualified herein in Article XII, the County shall have the right to terminate this Contract by giving at least thirty (30) days written notice to the Tenant specifying the effective date of such termination, provided that Tenant's default or defaults shall not have been cured prior to the effective date of such termination set forth in said notice.

2. The County shall, to the full extent permitted by law, have the right to maintain any and all actions at law, suits in equity, or other appropriate proceedings to enforce the curing or remedying of such default.

3. In the event that performance of any of the Tenant's or County's respective obligations under this Contract other than Tenant's obligations with respect to the payment of rent, is prevented, interrupted or delayed by causes beyond its control, excepting its financial condition, including, but not limited to, strike, riot, storm, flood, act of God, or of the public enemy, act of the government, fire, epidemic, quarantine restrictions, freight embargo, unusually severe weather, or delay of a Tenant or subtenant due to such causes, and not caused by any act or failure to act by the party thereby delayed in such performance, the date for the performance of such obligation shall become extended for a period of time equal to the number of days the performance of such obligation is so prevented, interrupted or delayed. In such case, neither the County nor the Tenant shall be liable for any cost, loss, damage, injury or liability caused, suffered or incurred by either party or by any other legal entity as the result of any such delay in performance of such obligation.

4. The respective rights and remedies of the County and the Tenant, whether provided by this lease or by law, shall be cumulative. The exercise by either Party of any one or more of such rights or remedies shall not preclude the exercise of any other right or remedy at the same or at different times for the same default or for the same failure with respect to any of the obligations under this lease, or of any of its remedies for any other default or failure by the other Party.

5. In the event that either Party to this Contract shall not take any action with respect to any failure of the other Party to observe or perform any of the terms or provisions of this Contract required to be observed or performed by such other Party, such non-action shall not be construed as a waiver of such failure of default with

respect to the term or provision of this Contract not being observed or performed. It is understood and agreed that any delay by either Party to this Contract in exercising or asserting any of its rights or remedies hereunder or in instituting any actions or proceedings to assert or enforce any such rights or remedies shall not operate as a waiver of any such rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

ARTICLE X. NON-DISCRIMINATION

Notwithstanding any other or inconsistent provision of this Contract, during the performance of this Contract, Tenant, for itself, its heirs, personal representatives, successor in interest and assigns, as part of the consideration for this Contract, does hereby covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of race, color, religion, sex, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in, the use of the Airport.

2. In the construction of any improvements on, over or under the Airport, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

3. Tenant shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), and as said regulations may be amended.

4. In the event of breach of any of the above non-discrimination covenants, County shall have the right to terminate this Contract and to re-enter and repossess the Leased Premises and hold the same as if said Contract had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 have been followed and completed, including expiration of appeal rights.

ARTICLE XI. REQUIREMENTS OF THE UNITED STATES AND COMMONWEALTH OF VIRGINIA

1. This Contract shall be subject and subordinate to the provisions of any existing or future agreement between County and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that County shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Tenant in and to the Leased Premises, and to compensation by the United States for the taking thereof, interference therewith and damage thereto, caused by such agreement, or by action of County or the United States pursuant thereto.

2. This Contract shall be subject to and subordinate to the terms and conditions of any outstanding or future Grant Agreement between the County and the Commonwealth of Virginia and any agency, department or

authority thereof and shall be subordinate as well to any action taken thereunder by virtue of exercisable rights granted thereunder to the Commonwealth and any agency or authority thereof.

ARTICLE XII. DEFAULT AND TERMINATION

SECTION 13.1 TERMINATION BY TENANT

This Contract shall be subject to termination by Tenant in the event of any one or more of the following events:

1. The abandonment of the Airport as an airport or airfield.
2. The default by County in the performance of any of the terms, covenants or conditions of this Contract, and the failure of County to remedy, or undertake to remedy, to Tenant's satisfaction, such default for a period of thirty (30) days after receipt of written notice from Tenant to remedy the same.
3. Damage to or destruction of all or a material part of the Leased Premises or Airport facilities necessary to the operation of Tenant's services.
4. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the airport, or any substantial part or parts thereof, in such a manner as to restrict substantially Tenant from conducting business operations for a period in excess of sixty (60) days.

SECTION 13.2 TERMINATION FOR CAUSE BY COUNTY

This Contract shall be subject to termination for cause by County in the event of any one or more of the following events:

1. If Tenant fails to fulfill any obligation or duty or meet any standard imposed by the terms of this Contract, it shall be in default. If Tenant fails to cure the default within thirty (30) days of written notice from the County that Tenant is in default, the County may, at its sole discretion, terminate this Contract. Upon termination pursuant to the provisions of this sub-paragraph, Tenant shall not be entitled to any compensation of whatever kind unless expressly agreed to in writing by the County in its sole discretion. The County may additionally terminate for the lease of the area shown on Figure 2 for cause upon 60 days written notice. Cause for the purpose of this Section shall include default of the terms herein and shall also include discourteous behavior by Tenant, its employees or agents to members of the public and county staff and unprofessional behavior by tenant, its employees or agents. The County shall have sole discretion to determine whether Tenant's behavior is unprofessional or discourteous.
2. If Tenant files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Tenant and such receivership is not vacated within thirty (30) days, after the appointment of such receiver.

3. If the interest of Tenant in the demised premises is sold under execution or other legal process.
4. If Tenant supplies false or misleading information or fails to make full disclosure in documents or supporting documents submitted as required under this Contract, if Tenant's credit report contains negative information, if Tenant does not have sufficient operating capital to perform its obligations herein and cannot obtain sufficient insurances or financial sureties to protect the interests of the County, or if Tenant, its principals, directors or officers are convicted of any crime.

SECTION 13.3 TERMINATION FOR CONVENIENCE

Tenant shall have the right, at its sole discretion, to terminate this Contract at any time and for any reason provided, however, shall give the other party ninety days (90) written notice of termination. Upon expiration of the ninety (90) day notice period, this Contract and Option for Renewal shall automatically terminate and both Parties shall be released from any and all liability and future obligations hereunder. Any Rent Payments or Fee Payments previously accrued and due shall not be waived and will continue to incur late fees, as provided in this Contract, until paid. Termination for Convenience by the Tenant does not limit any of the County's remedies to collect such past due amounts. In the event the County exercises this provision, the rent provided for herein shall be reduced by 250.00 per month.

SECTION 13.4 EXERCISE

Exercise of the rights of termination set forth in paragraphs 13.1 and 13.2 above, shall be by notice to the other Party within thirty (30) days following the event giving rise to the termination.

SECTION 13.5 REMOVAL OF PROPERTY

Upon termination of this Contract for any reason, Tenant shall quit and surrender the Leased Premises to the County in good order and condition and, at its sole expense, shall remove from the Airport all signs, trade fixtures, furnishings, personal property, equipment and materials which Tenant owns and was permitted to install or maintain under the rights granted herein. If Tenant shall fail to do so within sixty (60) days, then County may effect such removal or restoration at Tenant's expense, and Tenant agrees to pay County such expense promptly upon receipt of a proper invoice therefore.

SECTION 13.6 CAUSES OF BREACH; WAIVER

1. Neither Party shall be held to be in breach of this Contract because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Tenant to pay fees, rents or other charges to County.

2. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

SECTION 13.7 EMINENT DOMAIN

In the event any part or all of the Leased Premises shall be taken by any exercise of eminent domain or by any other authority of law after the execution of this Contract and before the expiration of the term hereof and any renewals, Tenant shall retain any rights it might have to recover from the condemnor the damages, including moving expenses, to any and all real and personal property Tenant has installed, placed, or stored upon the Leased Premises for its operations, but the County shall retain the right to recover the value of the leasehold apart from the additions or improvements made by Tenant. In the event that the entire Leased Premises are so taken, this Contract shall terminate upon the effective date of taking. In the event that only part of the Leased Premises is taken, either Party may terminate this Contract upon written notice to the other, with this Contract terminating on the effective date of the taking; if neither Party exercises this option to terminate, the County shall restore the remaining Leased Premises.

SECTION 13.8 LACK OF AUTHORITY

In the event that by operation of law, the County shall cease to exist, or the powers of the County shall be so construed as not to permit the County to continue to use all or any part of the Airport for the purpose for which they shall have been used, then in that event, at the option of the County, this Contract and all obligations and liability of the County of whatever kind hereunder shall terminate with respect to the Airport or part thereof.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

SECTION 14.1 OPERATION OF PREMISES

Tenant agrees to operate the Leased Premises for the use and benefit of the public. Tenant agrees to furnish good, prompt, and efficient services adequate to meet all the demands for its service at the Airport within the obligations set forth in this Contract. Further, Tenant agrees to furnish said service in such a way as to meet the standards set forth in Exhibit B Minimum FBO Standards.

SECTION 14.2 AFFIRMATIVE ACTION PLAN

Tenant assures that it will undertake an affirmative action program, as required by federal law as to ensure that no person shall, on the grounds of race, creed, color, age, national origin, or sex, be excluded from participating in any employment, contracting, or leasing activities covered in 14 C.F.R. Part 152, Subpart E. Tenant assures that

no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered organizations provide assurance to the County that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organization, as required by 14 CFR Part 152, Subpart E, to the same effect.

Tenant agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR, Part 152, Subpart E, as part of the affirmative action program or by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Tenant agrees that state or local affirmative action plan will be used in lieu of any affirmative action plan or steps required by 14 CFR, Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Tenant agrees to obtain a similar assurance from its covered organizations, and to cause them to require assurance of their covered sub-organizations, as required by 14 CFR, Part 152, Subpart E.

SECTION 14.3 CONTROL AND DEVELOPMENT OF THE AIRPORT

County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance.

County reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard. Tenant may make any capital improvements to the Leased Premises subject to the written approval of the County. Tenant shall be responsible for obtaining and funding any building, zoning and other government permits and applications required for such capital improvements. Any and all improvements revert to the County upon the expiration of this Contract without any reimbursement due to Tenant payable by the County for said improvements.

The Board of Supervisors of Fauquier County retains ultimate responsibility for the ownership and operation of the Airport. The Board has, by this Contract, leased the fixed base operations to Tenant and the Board of Supervisors shall retain an oversight function that is to be carried out by its Airport Committee, the County Administrator and the Manager. Each is charged with considering and making recommendations to the Board of Supervisors on all proposed capital improvements, coordinating any and all proposed actions with the FAA and/or the Virginia Department of Aviation (VDoA) as appropriate, and assuring that the Airport is operated in accordance

with the conditions of this Contract, the Federal Grant Agreement, the Master Plan, and other pertinent laws, rules, regulations, and development plans.

During the time of war or national emergency County shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the contract to the Government, shall be suspended.

SECTION 14.4 ENTIRE AGREEMENT

This Contract constitutes the entire understanding between the Parties, and as of its effective date supersedes all prior or independent agreements between the Parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both Parties.

SECTION 14.5 SEVERABILITY

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Contract shall not be void, but the remaining provisions shall constitute in effect as nearly as possible in accordance with the original intent of the Parties.

SECTION 14.6 NOTICE

Any notice given by one Party to the other in connection with this Contract shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

- | | | |
|----|---------------|---|
| a. | If to County: | Fauquier County Airport Manager
10 Hotel Street, Suite 204
Warrenton, Virginia 20186 |
| b. | If to Tenant: | Stephen S. Roszel
President, Essar Aviation, LLC
5930 Wilson Road
Marshall, VA 20115 |

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

SECTION 14.7 HEADINGS

The headings used in this Contract are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Contract.

SECTION 14.8 GOVERNING LAWS

This Contract is to be construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year
first above written.

SECTION 14.9 ADDITIONAL TERMS RELATED TO TERMINATION OF FBO AGREEMENT

The FBO concession agreement between the parties dated January 1, 2005 is hereby rescinded and replaced in its entirety with this agreement. The County shall be provided with the existing phone number for the FBO. The County shall be provided with the satellite dish and all lobby furniture, which shall be inventoried prior to the execution of the agreement. The County shall pay upon execution of the inventory the actual cost of the fuel inventory, and shall obtain title to the Jet A fuel tank and pay the remaining balance thereon, or in its discretion assume the obligation to pay the balance.

Essar shall be released of all obligations related to its proposal to provide a hangar space for public safety purposes, and agrees to accept the site work for T-Hangar 4. Essar further acknowledges that the effective date of the ground lease for T-Hangar 4 is April 1, 2007.

The County and Tenant further agree that neither shall make any claim related to, arising out of or pertaining to the performance, obligations, duties or any alleged failure to perform by either party with respect to the FBO agreement which is terminated and superseded by this agreement.

BOARD OF SUPERVISORS OF
FAUQUIER COUNTY

Date: _____

By: _____

ESSAR AVIATION, LLC

Date: _____

By: _____
President

A RESOLUTION TO AUTHORIZE THE EXECUTION OF REIMBURSEMENT AGREEMENTS FOR REPAYMENT OF FUNDS TO THE COMMONWEALTH OF VIRGINIA RELATED TO THE CHANGE OF USE OF UNITS IN HANGAR #2 AT THE WARRENTON-FAUQUIER AIRPORT

Mr. Graham moved to adopt the following resolution. Mr. Robison seconded and, following discussion, the vote for the motion was 4 to 1 as follows:

Ayes: Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling
Nays: Mr. William G. Downey
Absent During Vote: None
Abstention: None

RESOLUTION

A RESOLUTION TO AUTHORIZE THE EXECUTION OF REIMBURSEMENT AGREEMENTS FOR REPAYMENT OF FUNDS TO THE COMMONWEALTH OF VIRGINIA RELATED TO CHANGE OF USE OF UNITS IN HANGAR #2 AT THE WARRENTON-FAUQUIER AIRPORT

WHEREAS, Fauquier County has been advised of a policy action that prohibits the use of State funds to construct T-hangars that house certain aviation businesses; and

WHEREAS, the County accepted State funds in 2002 and 2003 for design and site improvements associated with Hangar #2 at the Warrenton-Fauquier Airport; and

WHEREAS, in order to use space in the hangar for maintenance businesses, the County is required to repay the Commonwealth approximately \$45,000; and

WHEREAS, Phoenix Aviation and Midland Development Corporation have agreed to reimburse the County this expense over a five year period; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the County Administrator be, and is hereby, authorized to enter into reimbursement agreements with Phoenix Aviation and Midland Development Corporation.

REIMBURSEMENT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2007, by and between **MIDLAND DEVELOPMENT CORPORATION** (hereinafter "Payor"), and the **BOARD OF SUPERVISORS OF FAUQUIER COUNTY** (hereinafter "County");

WITNESSETH:

WHEREAS, the County has agreed to reimburse the Commonwealth of Virginia the amount of \$25,233.85 to permit the use of Unit #20, in Hangar #2 for commercial purposes; and

WHEREAS, Payor has agreed to repay the County the reimbursed amount over a five (5) year period; it is hereby

AGREED, in consideration of the foregoing repayment and for other good and valuable consideration, that Payor shall repay \$25,233.85, in monthly payments of \$420.56. The aforesaid payments shall be evidenced by a note and deed of trust, letter of credit, or other security acceptable to the County Administrator and County Attorney; and it is further

AGREED that the effective date of the Certificate of Commencement for T-Hangar #3 is December 5, 2006.

WITNESS the following signatures and seals:

PAYOR:

APPROVED AS TO FORM:

**FAUQUIER COUNTY
BOARD OF SUPERVISORS**

Kevin J. Burke
Fauquier County Attorney

Paul S. McCulla
Fauquier County Administrator

REIMBURSEMENT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2007, by and between **MIDLAND DEVELOPMENT CORPORATION** (hereinafter "Payor"), and the **BOARD OF SUPERVISORS OF FAUQUIER COUNTY** (hereinafter "County");

WITNESSETH:

WHEREAS, the County has agreed to reimburse the Commonwealth of Virginia the amount of \$25,233.85 to permit the use of Unit #20, in Hangar #2 for commercial purposes; and

WHEREAS, Payor has agreed to repay the County the reimbursed amount over a five (5) year period; it is hereby

AGREED, in consideration of the foregoing repayment and for other good and valuable consideration, that Payor shall repay \$25,233.85, in monthly payments of \$420.56. The aforesaid payments shall be evidenced by a note and deed of trust, letter of credit, or other security acceptable to the County Administrator and County Attorney; and it is further

AGREED that the effective date of the Certificate of Commencement for T-Hangar #3 is December 5, 2006.

WITNESS the following signatures and seals:

PAYOR:

APPROVED AS TO FORM:

**FAUQUIER COUNTY
BOARD OF SUPERVISORS**

Kevin J. Burke
Fauquier County Attorney

Paul S. McCulla
Fauquier County Administrator

**A RESOLUTION TO AUTHORIZE THE ESTABLISHMENT OF TIPPING FEES FOR
SOURCE-SEPARATED CONCRETE, ASPHALT, BRICK, BLOCK, SOIL, ROCK AND
LARGE TIRES**

Mr. Graham moved to adopt the following resolution. Mr. Downey seconded and, following discussion, the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

**A RESOLUTION TO ESTABLISH TIPPING FEES FOR SOURCE-SEPARATED
CONCRETE, ASPHALT, BRICK, BLOCK, SOIL, ROCK AND LARGE TIRES**

WHEREAS, the Board of Supervisors established a construction and demolition debris recycling center; and

WHEREAS, significant quantities of concrete and other inert materials are expected in the mixed construction and demolition waste stream; and

WHEREAS, a reduced tipping fee will encourage source-separation of these materials, increase the County's recycling rate, increase revenues, and reduce operating expenses; and

WHEREAS, the staff has completed a review of the marketability of large tires and processed inert materials; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the Fauquier County Administrator be, and is hereby, authorized to establish tipping fees for large tires and source-separated concrete, asphalt, brick, block, soil and rock, to become effective June 1, 2007.

A RESOLUTION TO APPROVE A WAIVER ALLOWING A PRIVATE STREET THAT DOES NOT CONNECT DIRECTLY TO A STATE MAINTAINED STREET, MARSHALL DISTRICT

Mr. Atherton moved to postpone a decision on a waiver allowing a private street that does not connect directly to a State maintained street. Mr. Robison seconded and, following discussion, the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

A RESOLUTION TO SUPPORT THE USE OF FREE CONSULTING SERVICES TO EXPLORE WAYS THE COUNTY CAN UTILIZE ENERGY EFFICIENCY PROGRAMS

Mr. Graham moved to adopt the following resolution. Mr. Robison seconded and, following discussion, the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

A RESOLUTION TO SUPPORT THE USE OF FREE CONSULTING SERVICES TO EXPLORE WAYS THE COUNTY CAN UTILIZE ENERGY EFFICIENCY PROGRAMS

WHEREAS, the Fauquier County Board of Supervisors has already unanimously approved a resolution opposing Dominion Virginia Power's proposed 500 kilovolt power transmission line project; and

WHEREAS, the American Council for an Energy-Efficient Economy's current national scorecard information ranks the Commonwealth of Virginia as the 50th state in the nation in terms of money spent for energy efficiency activity; and

WHEREAS, Fauquier County desires to take a proactive role in educating its citizens about utility-delivered demand side management (DSM) programs and, as applicable, to encourage its citizens to participate in such programs; and

WHEREAS, Fauquier County desires to explore the possibility of supplementing utility-delivered DSM programs with other energy efficiency programs, as yet to be determined, for the benefit of its citizens; and

WHEREAS, Fauquier County recommends that the other 94 counties in the Commonwealth of Virginia not already engaged in such activities participate in similar initiatives; and

WHEREAS, the Virginia Association of Counties (VACo) appears to be an appropriate vehicle through which counties can and should coordinate their efforts in these regards; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the Fauquier County Board of Supervisors does hereby support the use of free demand management consulting services to explore ways the County can utilize energy efficiency programs and its citizens can conserve energy; and, be it

RESOLVED FURTHER, That Fauquier County does hereby challenge the other 94 counties in the Commonwealth of Virginia to do the same; and, be it

RESOVED FINALLY, That Fauquier County does hereby request VACo to consider providing support services as needed.

SUPERVISORS' TIME

- Mr. Robison announced that the Citizens for Fauquier County (CFFC) annual litter cleanup project will be held during the weekend of April 21, 2007. Mr. Robison stated that the Federal Aviation Authority is relocating its system command center from

Herndon to Vint Hill. Mr. Robison expressed his pleasure that the Board approved a grant application to expand and improve the bicycle trails throughout the County. Mr. Robison announced that Rappahannock-Rapidan Medical Reserve Corps is seeking volunteers on April 14, 2007, at Culpeper Middle School at 8:30 A.M. to participate as “patients” during a smallpox vaccination simulation exercise.

- Mr. Stribling encouraged citizens to join in the various litter cleanup projects that will occur in the near future within their communities.
- Mr. Graham stated that the County has a weekly litter cleanup project that is completely funded through the Department of Environmental Services. Mr. Graham announced that on April 17, 2007, Dominion Virginia Power is giving a community update at Cedar Lee Middle School beginning at 6:00 P.M. Mr. Graham announced that on April 20, 2007, Luciana and Robert Duvall will host a fundraising event at the Fauquier Fairgrounds to support the Piedmont Environmental Council’s power line campaign. Mr. Graham announced that on April 26, 2007, at 8:00 A.M. a Legislative Breakfast will be held at Fauquier Springs Country Club during which time citizens may meet their State delegates and representatives. Mr. Graham expressed his condolences to the family of Louise Bell, who recently passed away. Mr. Graham stated that the Board of Supervisors held a work session earlier in the day with representatives of the Fauquier County Water and Sanitation Authority, during which time it was discussed that there are several upgrades needed so that the FCWSA sanitation facilities will be in compliance with new regulations of the Department of Environmental Quality. Mr. Graham stated he intends to have discussions with staff to explore the possibility of establishing some type of temporary tax deferment program that would be designed specifically to assist new business startups in the County. Mr. Graham added that he will be seeking Board members’ support to prepare viable site options that will encourage businesses to consider moving to the County.
- Mr. Downey noted that with regard to the Federal Aviation Authority’s proposed expansion at Vint Hill, the Federal Government does not pay any real estate taxes and he cautioned citizens not to be hopeful that the move will create any additional revenue streams. Mr. Downey stated that he had an opportunity speak with Mr. Butch Davies of the Commonwealth Transportation Board regarding the Route 29 transportation corridor study, and he recommended including Route 28 into the study since it is a parallel corridor.

ANNOUNCEMENTS

- Mr. McCulla announced that some Board members will attend a Business of Commerce Business Appreciation reception at Airlie Center at 5:00 P.M. on May 3, 2007.
- Mr. McCulla announced that the next regular meeting of the Board of Supervisors will be held May 10, 2007, at 6:30 P.M. in the Warren Green Building Meeting Room located at 10 Hotel Street in Warrenton, Virginia.

- Mr. McCulla announced that on May 10, 2007, members of the Board have been invited to attend the annual dinner hosted by the Virginia Cooperative Extension Service to receive an update on those programs.

A RESOLUTION TO AMEND THE FY 2007 ADOPTED BUDGET IN THE AMOUNT OF \$1,231,305

A public hearing was held to consider various budget related issues in the amount of \$1,209,682 in appropriations, and \$21,623 in transfers for FY 2007. Bryan Tippie, Budget Director, summarized the proposed budget amendments. No one else spoke. The public hearing was closed. Mr. Graham moved to adopt the following resolution. Mr. Downey seconded and, following discussion, the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

**A RESOLUTION TO AMEND THE FY 2007 ADOPTED BUDGET
IN THE AMOUNT OF \$1,231,305**

WHEREAS, the Fauquier County Board of Supervisors is charged by the Code of Virginia with the preparation of an annual budget for Fauquier County; and

WHEREAS, on March 30, 2006, the Board of Supervisors adopted the Fauquier County FY 2007 Budget; and

WHEREAS, during the course of the fiscal year certain events occur which necessitate changing the budget plan by increasing or decreasing the total budget; and

WHEREAS, at its February meeting the Finance Committee has recommended for FY 2007 budget adjustments of \$1,231,305 for the purposes set forth below; and

WHEREAS, on April 12, 2007, a public hearing was held; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the FY 2007 Budget be, and is hereby, amended in the amount of \$1,231,305 as follows:

<u>Source</u>	<u>FROM Code</u>	<u>Amount</u>	<u>Department</u>	<u>TO Code</u>	<u>Amount</u>
<u>FY 2007</u>					
Insurance Reimbursement	3-100-411000-0010	\$1,701	Sheriff's Office	4-100-031200-3311	\$1,701
Federal Funds	3-100-331000-0023	\$74,042	Sheriff's Office Capital Fund	4-302-31200-8205	\$74,042
Federal Funds	3-100-331000-0116	102,420	Sheriff's Office Capital Fund	4-302-31200-8205	\$102,420
Federal Funds	3-100-331000-0060	\$6,500	Fire & Emergency Services	4-100-032421-3160	\$6,500
Bond Proceeds – Premium	3-302-414000-0100	\$311,121	Finance	4-302-66610-8719	\$311,121
Bond Proceeds – Premium	3-302-414000-0100	\$713,898	Finance	4-302-66610-8711	\$713,898
Contingency Reserve (Transfer)	4-100-091400-9999	\$5,000	Disability Services Board	4-100-043419-1302	\$5,000
Contingency Reserve (Transfer)	4-100-091400-9999	\$16,623	Community Development GIS	4-100-081200-6047	\$10,467
				4-100-012900-6047	\$6,156
TOTAL		\$1,231,305			\$1,231,305

PROPOSED TEXT AMENDMENT TO ZONING ORDINANCE SECTION 2-410

A public hearing was held to consider amending Zoning Ordinance Section 2-410 to alter the standards for permitting corner lots to have direct access to higher standard streets. W. Todd Benson, Assistant Zoning Administrator, summarized the proposed text amendment. No one else spoke. The public hearing was closed. Mr. Graham moved to adopt the following Ordinance. Mr. Stribling seconded and, following discussion, the vote for the motion was unanimous as follows:

Ayes: *Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling*

Nays: *None*

Absent During Vote: *None*

Abstention: *None*

ORDINANCE

A ZONING ORDINANCE TEXT AMENDMENT TO SECTION 2-410 TO ALTER THE STANDARDS FOR PERMITTING CORNER LOTS TO HAVE DIRECT ACCESS TO HIGHER STANDARD STREETS

WHEREAS, on January 25, 2007, the Fauquier County Planning Commission initiated this text amendment; and

WHEREAS, on February 15, 2007, the Planning Commission conducted a public hearing on the proposed text amendment and forwarded the proposed text amendment to the Board of Supervisors unanimously recommending approval; and

WHEREAS, on April 12, 2007, the Fauquier County Board of Supervisors held a public hearing on this amendment; and

WHEREAS, adoption of the attached amendment to Section 2-410 supports good zoning practices, convenience, and the general welfare; now, therefore, be it

ORDAINED by the Fauquier County Board of Supervisors this 12th day of April 2007, That Section 2-410 be, and is hereby, amended as follows:

2-410

Access to Lots Fronting on More than One Street

A. Where a lot has frontage on two or more streets, vehicular access shall not be permitted to the higher standard street unless ~~the following conditions are met:~~

- ~~1. The higher standard street has a posted speed of 35 mph or less.~~
- ~~2. On an undivided street, the proposed access aligns with existing accesses.~~
- ~~3. The proposed access is no closer than 200 feet to the centerline of any street intersection.~~
- ~~4. The lot is located in a service district or village.~~
- ~~5. The lot is zoned Commercial or Industrial.~~
- ~~6. Provisions for combined access to adjacent lots are provided where appropriate.~~
7. T the **County** Virginia Department of Transportation (VDOT) approves a waiver to allow the access on the higher standard street as necessary to improve public safety. and the Board of Supervisors concurs with the VDOT finding. **The waiver shall be granted by the Director in conjunction with site plans; by the Planning Commission in conjunction with Preliminary Plats and other Divisions; and the Board of Supervisors in conjunction with Special Exceptions and Rezonings.**

- B. Subsection A does not apply to entrance and exit of emergency vehicles garaged on such lots with multiple entrances provided VDOT has approved the access.

PROPOSED TEXT AMENDMENT TO ZONING ORDINANCE SECTION 3-404

A public hearing was held to consider amending Zoning Ordinance Section 3-404 to reduce setbacks for certain non-residential buildings from roads classified as arterials or freeways. W. Todd Benson, Assistant Zoning Administrator, summarized the proposed text amendments. No one else spoke. The public hearing was closed. Mr. Graham moved to adopt the following Ordinance. Mr. Robison seconded and, following discussion, the vote for the motion was unanimous as follows:

Ayes: Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling
Nays: None
Absent During Vote: None
Abstention: None

ORDINANCE

**A ZONING ORDINANCE TEXT AMENDMENT TO SECTION 3-404 TO REDUCE
SETBACKS FOR CERTAIN NON-RESIDENTIAL BUILDINGS FROM ROADS
CLASSIFIED AS ARTERIALS OR FREEWAYS**

WHEREAS, on January 25, 2007, the Fauquier County Planning Commission initiated this text amendment; and

WHEREAS, on February 15, 2007, the Planning Commission conducted a public hearing on the proposed text amendment and forwarded the proposed text amendment to the Board of Supervisors unanimously recommending approval; and

WHEREAS, on April 12, 2007, the Fauquier County Board of Supervisors held a public hearing on this amendment; and

WHEREAS, adoption of the attached amendment to Section 3-404 supports good zoning practices, convenience, and the general welfare; now, therefore, be it

ORDAINED by the Fauquier County Board of Supervisors this 12th day of April 2007, That Section 3-404 be, and is hereby, amended as follows:

Section 3-404

[Section 3-404 – Same]

[Footnotes 4 through 11 – Same]

12. NOTE: Front yards shall be measured from the centerline of street, or centerline of nearest pair of lanes in the case of a street with more than two lanes. The minimum front yard shall be 150 feet for **residential uses on** properties zoned residential in a service district and in rural zoning districts if those properties front on a road classified as an arterial or freeway in the Comprehensive Plan or on Route 215. This requirement would not apply to the Village, Commercial or Industrial Zoning Districts.

[Footnote 13 - 18 – Same]

PROPOSED TEXT AMENDMENT TO ZONING ORDINANCE SECTION 3-314

A public hearing was held to consider amending Zoning Ordinance Section 3-314 to permit motor vehicle impoundment facilities in Commercial Highway (C-2) districts by special permit, and to change such uses permitted by right in Commercial Neighborhood (C-1) to uses allowed by special permit. W. Todd Benson, Assistant Zoning Administrator, summarized the proposed text amendments. No one else spoke. The public hearing was closed. Mr. Graham moved to adopt the following Ordinance. Mr. Stribling seconded and, following discussion, the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

ORDINANCE

A ZONING ORDINANCE TEXT AMENDMENT TO SECTION 3-314 TO PERMIT MOTOR VEHICLE IMPOUNDMENT FACILITIES AND TOWING COMPANIES IN COMMERCIAL HIGHWAY (C-2) DISTRICTS BY SPECIAL PERMIT AND TO CHANGE SUCH USES PERMITTED BY-RIGHT IN COMMERCIAL NEIGHBORHOOD (C-1) TO USES ALLOWED BY SPECIAL PERMIT AND TO ADD A NEW SECTION 5-1407 ESTABLISHING CONDITIONS FOR SUCH USES

WHEREAS, on January 25, 2007, the Fauquier County Planning Commission initiated this text amendment; and

WHEREAS, on February 15, 2007, the Planning Commission conducted a public hearing on the proposed text amendment and forwarded the proposed text amendment to the Board of Supervisors unanimously recommending approval; and

WHEREAS, on April 12, 2007, the Fauquier County Board of Supervisors held a public hearing on this amendment; and

WHEREAS, adoption of the attached amendment to Sections 3-314 and 5-1407 supports good zoning practices, convenience, and the general welfare; now, therefore, be it

ORDAINED by the Fauquier County Board of Supervisors this 12th day of April 2007, That Sections 3-314 and 5-1407 be, and are hereby, amended as follows:

See Page III-4 for Key																		
	SITE PLAN	RC	RA	RR-2	V	R-1	R-2	R-3	R-4	TH	GA	MDP	C-1	C-2	C-3	CV	I-1	I-2
3-314 MOTOR VEHICLE RELATED USES (CATEGORY 14)																		
1. Car wash	X												SP	P	SP	SP		
2. Vehicle part sales, installation (not including repair garage)	X												SP	P		SP	P	
3. Auto repair garage	X												SP	P	SP	SP	P	SE
4. Auto service station	X												SP	P	SP	SP	SP	
5. Auto body/painting establishments	X													P		SP	P	P
<u>6. Motor vehicle impoundment (max. of 10 vehicles), towing businesses</u>	<u>X</u>												<u>P</u> <u>SP</u>	<u>SP</u>			P	P
7. Junkyard/automobile graveyard	X																	SE
8. Automobile sales, rental and service (including motorcycles and recreational vehicles)	X												SP	P	SP	SP	SP	
9. Truck and heavy equipment sales, rental and service	X													P			P	SE
10. Farm equipment sales, rental and service	X		SP	SP									SP	P		SP	P	SE
11. Mobile home sales, rental and service	X											SP		SP				
12. Motor vehicle wash	X																SP	SE
13. Recreational Vehicle Storage Area	X												SP	P			P	SE

5-1407 Motor Vehicle Impoundment, Towing Business

- 1. Storage of vehicles may not occur in any required yard.**
- 2. All such uses shall be provided with safe, convenient access to a public street. If any outdoor area is located contiguous to a street, ingress and egress shall be provided only through driveway openings in the curb or similarly controlled by other means appropriate to the design of the abutting street.**
- 3. All outdoor areas used for parking, storage, loading, display and driveways shall be constructed and maintained with an all-weather dustless surface.**
- 4. Such facilities shall not be lighted at any time other than during the same hours that the facility is open for business, except for necessary security lighting.**
- 5. Impoundment areas shall be fenced.**

6. In the C-1 and C-2 zoning districts, impoundment areas shall be located and/or buffered to be entirely screened from view from the adjoining properties and streets.

COMPREHENSIVE PLAN AMENDMENT TO NEW BALTIMORE SERVICE DISTRICT

A public hearing was held to consider proposed amendments to the Comprehensive Plan Chapter 6 – New Baltimore Service District. Frederick P.D. Carr, Director of Community Development, summarized the proposed plan amendments. Chuck Medvitz, Scott District, spoke in support of the original recommendations of the citizens' committee without change. Holder Trumbo, Scott District, extended his appreciation to members of staff and the citizens' committee for their time and effort. No one else spoke. The public hearing was closed. Mr. Downey moved to adopt the following resolution. Mr. Robison seconded and, following discussion, the vote for the motion was unanimous as follows:

Ayes: Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling
Nays: None
Absent During Vote: None
Abstention: None

RESOLUTION

**A RESOLUTION ADOPTING THE REVISED NEW BALTIMORE
SERVICE DISTRICT PLAN**

WHEREAS, Fauquier County has periodically reviewed and updated the County Comprehensive Plan; and

WHEREAS, on January 20, 2005, the Board of Supervisors' appointed Citizen Planning Committee began its process to update the 1999 New Baltimore Service District elements of the Comprehensive Plan; and

WHEREAS, the Citizen Committee worked over 16 months to review, refine and share new insights and proposals for this Service District and transmitted the proposed plan to the Planning Commission on May 4, 2006; and

WHEREAS, the Fauquier County Planning Commission reviewed the Plan in work session and held public hearings on July 27, 2006 and September 28, 2006; and

WHEREAS, on September 28, 2006, the Planning Commission forwarded the New Baltimore Service District Plan to the Fauquier County Board of Supervisors with a unanimous recommendation that it be adopted as revised; and

WHEREAS, on November 9, 2006, December 14, 2006, March 8, 2007, and April 12, 2007, the Board of Supervisors held public hearings; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That the Board does hereby adopt the New Baltimore Service District Text Amendments to Chapter Six of the Fauquier County Comprehensive Plan (Dated: BOS Meeting Draft: 4-12-07) as amended; and, be it

RESOLVED FURTHER, That the Board of Supervisors commends the Citizen Planning Committee members for their voluntary time, effort and commitment to the community quality of life represented throughout this process.

SPECIAL EXCEPTION #SPEX05-CR-025 – GENERAL LEE WHITE, JR., OWNER AND APPLICANT

A public hearing was held to consider an application to obtain Special Exception approval under Category 20, which would allow for the construction of an experimental drain field supporting a single-family home. The property is located on Midland Road (Route 610), north of its intersection with Elk Run Road (Route 806), Cedar Run District, further described as PIN 7819-62-6396-000. Frederick P.D. Carr, Director of Community Development, summarized the application. No one else spoke. The public hearing was closed. Mr. Graham moved to adopt the following resolution. Mr. Stribling seconded and, following discussion, the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

A RESOLUTION TO APPROVE SPEX05-CR-025: A CATEGORY 20 SPECIAL EXCEPTION TO ALLOW FOR THE CONSTRUCTION OF AN EXPERIMENTAL DRAINFIELD FOR A SINGLE FAMILY DWELLING UNIT ON AN EXISTING LOT

WHEREAS, General Lee White, Jr., owner and applicant, is seeking Special Exception approval to allow for the construction of an experimental drain field on the parcel known as PIN 7819-62-6396-000; and

WHEREAS, on February 15, 2007 and May 26, 2005, the Fauquier County Planning Commission held public hearings on the proposed Special Exception; and

WHEREAS, the Fauquier County Planning Commission unanimously recommended approval of the application, subject to conditions; and

WHEREAS, on April 12, 2007, the Board of Supervisors conducted a public hearing and considered written and oral testimony; and

WHEREAS, the Board of Supervisors has determined that the application satisfies the standards of Zoning Ordinance Articles 5-006 and 5-2002; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That SPEX05-CR-025 be, and is hereby, approved, subject to the following conditions:

1. The Special Exception is granted for and runs with the land indicated in this application, also known as PIN 7819-62-6396-000, and is not transferable to other land.
2. This Special Exception is granted only for the purpose(s), structure(s) and/or uses indicated on the Special Exception Plat approved with the application, as qualified by these development conditions.
3. Prior to land disturbance, the applicant shall provide a Grading Plan for review and approval by the County Engineer and the Health Department.
4. The Aquarobic Filterbed wastewater treatment facility shall be in general conformance with the Special Exception Plat prepared by Nokesville Design, PLC dated February 21, 2005.
5. The Aquarobic Filterbed system shall be designed to serve a single-family dwelling unit. The design shall include any conditional permit requirements, per the Health Department. A requisite reference shall be recorded with the deed.
6. Prior to and for the duration of construction, the applicant shall provide safety fencing twenty (20) feet beyond the perimeter of the drainfield (mound) and reserve area to ensure no excavation and construction activities would render the sites void.
7. The applicant shall provide for either a water meter on its well or an effluent meter to track water usage and submit monthly reports to the Health Department to ensure compliance with this Special Exception and Health Department permit conditions.
8. An initial six month review and subsequent annual inspection of the sewage disposal system and readings from the meter shall be submitted to the Health Department.
9. Evidence of a permanent maintenance and monitoring agreement from a State licensed laboratory, company or business and a report on the status of the permitted system shall be submitted annually to the Health Department and to the Zoning Department to ensure compliance with this Special Exception. A requisite reference shall be recorded with the deed.
10. The applicant shall install oversized septic and pump tanks to provide adequate storage in the event of power outage.

11. The applicant shall maintain the plants and woody vegetation as shown in the engineered design of the system. These plants shall be maintained on a regular basis and replaced if any die back or do not thrive.

SPECIAL EXCEPTION AMENDMENT #SEAM07-MA-006 – 1763 INN, OWNER AND APPLICANT – 1763 INN

A public hearing was held to consider an application to amend a previously approved Special Exception (SPEX02-MA-003) to reduce the acreage from 50 acres to 44.52 to allow for a proposed subdivision. The property is located at 10082 Gazebo Lane in Upperville, Marshall District, further described as PIN 6044-67-3399-000. Frederick P.D. Carr, Director of Community Development, summarized the proposed special exception amendment. Chuck Floyd, of Carson Ashley and Associates, requested favorable consideration of the application. No one else spoke. The public hearing was closed. Mr. Atherton moved to adopt the following resolution. Mr. Graham seconded and, following discussion, the vote for the motion was unanimous as follows:

Ayes: Mr. Harry F. Atherton; Mr. William G. Downey; Mr. Raymond E. Graham; Mr. Richard W. Robison; Mr. Chester W. Stribling
Nays: None
Absent During Vote: None
Abstention: None

RESOLUTION

A RESOLUTION TO APPROVE SEAM07-MA-006: A CATEGORY 9 SPECIAL EXCEPTION TO AMEND A PREVIOUSLY APPROVED SPECIAL EXCEPTION TO OPERATE THE 1763 INN

WHEREAS, Uta Kirchner, owner and applicant, is seeking a Special Exception amendment to her current Special Exception, to allow for continued operation of The 1763 Inn restaurant and resort on the parcel known as PIN 6044-67-3399-000; and

WHEREAS, the applicant is proposing to reduce the overall acreage of the Special Exception from 50 acres to 44.52 acres; and

WHEREAS, on March 29, 2007, the Fauquier County Planning Commission held a public hearing on the proposed Special Exception; and

WHEREAS, the Fauquier County Planning Commission recommended approval of the application, subject to conditions; and

WHEREAS, on April 12, 2007, the Board of Supervisors conducted a public hearing and considered written and oral testimony; and

WHEREAS, the Board of Supervisors has determined that the application satisfies the standards of Zoning Ordinance Articles 5-006, 5-901 and 5-906; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 12th day of April 2007, That SEAM07-MA-006 be, and is hereby, amended and approved, subject to the following conditions:

1. The Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land. This permit shall supersede previously granted permits for a resort.
2. The Special Exception is granted for the purpose(s), structure(s) and/or uses indicated on the Special Exception Amendment Plat dated February 9th, 2007 prepared by Carson, Ashley and Associates, LLC and signed by Mr. James R. Ashley. Any future subdivision or addition of structures shall require an amendment to this Special Exception.”
3. The 44.5250 acre residue shall be deed restricted from further subdivision with the Administrative or Family Subdivision, whichever occurs first.
4. The Special Exception shall be granted for a period of five (5) years from the date of approval and must be renewed by the Board of Supervisors in accordance with the provisions of Section 5-013 of the Zoning Ordinance.
5. There shall be no more than 21 guestrooms on site, as indicated on the above referenced Special Exception Plat.
6. No more than one (1) principal residence is permitted on the 44.5250-acre parcel.
7. The two (2) apartment units on site shall be limited to one bedroom, one-person occupancy.
8. The seating capacity of the restaurant shall not exceed 50 patrons.
9. The property shall be fenced or clearly marked to prevent trespassing.
10. The total number of guests on site at any one time shall not exceed 120 unless a permit is granted for a temporary use in accordance with Section 3-308.3 of the Zoning Ordinance.
11. The applicant shall maintain, at all times, occupancy permits for all dwelling and guest units, Health Department approvals, and proof that State fire codes are met.
12. The applicant shall submit to the Health Department the results of quarterly water testing as required by the State for bed and breakfast and full food service restaurants.

13. The applicant shall provide for the shielding of the lighting located at the property entrance along Route 50 to mitigate off-site impacts.

With no further business, the meeting was adjourned at 7:59 P.M.

I hereby certify that this is a true and exact record of actions taken by the Fauquier County Board of Supervisors on April 12, 2007.

Paul S. McCulla
Clerk to the Board of Supervisors